

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Sidley Austin Brown & Wood LLP 1501 K Street NW Washington, D.C. 20005		2. Registration No. 3731
3. Name of foreign principal Proexport	4. Principal address of foreign principal Suite 700 1901 L Street Washington, D.C. 20036	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: <div style="margin-left: 20px;">a) Branch or agency represented by the registrant. Ministry of Foreign Commerce</div> <div style="margin-left: 20px;">b) Name and title of official with whom registrant deals. Mariana Pacheco, Director Colombian Government Trade Bureau</div>		
7. If the foreign principal is a foreign political party, state: N/A <div style="margin-left: 20px;">a) Principal address.</div> <div style="margin-left: 20px;">b) Name and title of official with whom registrant deals.</div> <div style="margin-left: 20px;">c) Principal aim</div>		

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Sidley Austin Brown & Wood LLP	2. Registration No. 3731
3. Name of Foreign Principal ProExport (Colombian Government Trade Bureau)	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advice and support to ProExport with respect to U.S. trade policy toward Colombia through written reports, meetings, and advocacy activities.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Lobby Congress and Administration on the Andean Trade Preference Act.
- Monitor and provide research and advice on bilateral, regional and multilateral trade matters.
- Monitor and provide research and advice on US trade policy developments.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

- Make contact, submit materials and advocate with the US Congress and Administration on Andean Trade Preferences Act renewal and enhancement.

Date of Exhibit B	Name and Title	Signature
-------------------	----------------	-----------

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

SIDLEY AUSTIN BROWN & WOOD LLP

CHICAGO
DALLAS
LOS ANGELES
NEW YORK
SAN FRANCISCO

1501 K STREET, N.W.
WASHINGTON, D.C. 20005
TELEPHONE 202 736 8000
FACSIMILE 202 736 8711
www.sidley.com
FOUNDED 1866

BEIJING
GENEVA
HONG KONG
LONDON
SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(202) 736-8149

WRITER'S E-MAIL ADDRESS
bjacobs@sidley.com

June 24, 2002

Mariana Pacheco, Deputy Director
Colombian Government Trade Bureau
Suite 700
1901 L Street
Washington, D.C. 20036

Dear Ms. Pacheco:

We are very pleased that the Colombian Government Trade Bureau (the "Trade Bureau") has asked Sidley Austin Brown & Wood LLP (the "Firm") to serve as counsel. We submit for your approval the following provisions governing our engagement. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call.

Client: Scope of Representation. Our client in this matter is only the Trade Bureau and not any other entity. The scope of our engagement by the Trade Bureau relates solely to the international trade issues listed in our previously agreed contract for 2002 (the "representation"). You may limit or expand the scope of our representation from time to time but any substantial expansion must be agreed to by us.

Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Unless previously terminated, the Firm's representation of the Trade Bureau will terminate upon our sending you our final statement. Following such termination, any otherwise nonpublic information you have supplied to the Firm will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be treated in accordance with our records retention program, including possible disposal or destruction.

You are engaging the Firm to provide legal services in connection with the specific representation. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of

Ms. Mariana Pacheco
Colombian Government Trade Bureau
June 24 2002
Page 2

the representation to provide additional advice on issues arising from the representation, the firm has no continuing obligation to advise the Trade Bureau with respect to future legal developments.

Fees and Expenses. Our fees will be based on the billing rate for each attorney and legal assistant devoting time to this matter. These billing rates are subject to change from time to time. Notwithstanding the foregoing, for calendar year 2002, we will utilize the 2002 billing rates charged to the Trade Bureau by our former firm, Powell Goldstein Frazer and Murphy, for those timekeepers who are now at this Firm.

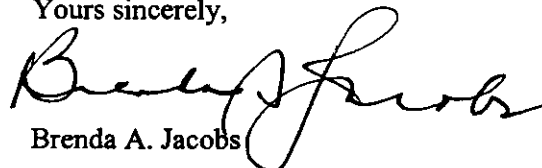
We will include on our bills charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone, telecopy, and search and filing fees. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you. We bill monthly and expect that our bills will be paid within 30 days after receipt.

Conflicts. As you know, the Firm has numerous clients. Many of these clients rely upon the Firm for general representation. Although we hope it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the Trade Bureau and one of our clients. If the Firm is not representing the Trade Bureau in that matter and the matter in which the Trade Bureau and another client have adverse interests is not substantially related to our representation of the Trade Bureau, the Trade Bureau agrees that we may represent the other client. (You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.)

Please sign a copy of this letter and return it to me to signify that the letter properly sets out the terms of our engagement.

We are delighted that we will be working with you and are very grateful for the confidence you have shown in us. We will strive always to deserve it.

Yours sincerely,



Brenda A. Jacobs

For SIDLEY AUSTIN BROWN & WOOD LLP

AGREED TO AND ACCEPTED:

COLOMBIAN GOVERNMENT TRADE BUREAU

By: _____
Mariana Pacheco

Date: _____

02/07/2002 13:18 FAX 2022230528

COLOMBIAN TRADE BUREAU

002

AGREEMENT

This is an agreement by and between the undersigned, Brenda A. Jacobs and Michael P. Daniels, who act on behalf of, and in representation of the firm Powell, Goldstein, Frazer & Murphy LLP (hereinafter "Powell Goldstein"), on the one hand, and Angela Maria Orozco who acts on behalf of, and in representation of FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX, a trust company that administers the EXPORT PROMOTION TRUST FUND (hereinafter called "PROEXPORT"), for the representation of the Republic of Colombia regarding Colombia-U.S. trade and economic relations.

OBJECTIVE

The objective of this representation is to provide Colombia with comprehensive representation in the area of trade and economic relations, to keep it fully informed of developments in Washington, and to provide advice and consultation, as well as representation, as further outlined in this proposal.

The long run goal is to promote and enhance trade and investment in Colombia with emphasis on increasing Colombian exports to the United States, and U.S. investment in Colombia, in accordance with the goals set forth by the Government of Colombia, and to assist Colombia in the consideration and negotiation of an FTAA, negotiation of a Free Trade Arrangement with the U.S., and/or accession to NAFTA, and/or other form of bilateral or regional Free Trade Agreement.

The representation will cover an effort to achieve an extension and improvement of the Andean Trade Preference Act (ATPA). Further, upon achievement of such extended and improved ATPA, the representation will cover implementation of the ATPA, including advising Colombia on compliance with the requirements of the ATPA.

The representation will also cover other trade and economic legislation and U.S. government regulations of interest to Colombia as provided below. It will cover relevant developments in the WTO.

In addition, a long-term goal is to strengthen Colombia's relations with the U.S. private sector, with a view to enhanced trade with, and investment in Colombia.

COVERAGE

An indicative list of topics to be covered by this agreement is set forth in Annex I to this Agreement. Annex I constitutes an illustrative list of the topics covered and may include other topics, when necessary, in order to meet the needs of PROEXPORT and the Government of Colombia. The list may also be added to, or items deleted, upon agreement of the parties hereto, bearing in mind that flexibility in coverage to meet the needs of the Government of Colombia will be observed.

f

02/07/2002 13:18 FAX 2022230526

COLOMBIAN TRADE BUREAU

003

THE REPRESENTATION

The elements of the representation and the obligations of Powell Goldstein are set forth below:

Monitoring, Reporting and Analysis

The foundation of Powell Goldstein's activities is complete and thorough monitoring, reporting and analysis of all policy, political, legal, Administrative and Congressional developments, as well as developments in the media and the private sector, including academic, when relevant. This will include all matters in the field of trade and economic relations that have an effect upon Colombia, as well as Colombian-U.S. political and diplomatic relations affecting or potentially affecting U.S. trade policy and the Colombian-U.S. trade and investment relationship.

Legal, Economic and Political Advice and Consultation

Powell Goldstein will provide legal, economic and political advice and consultation with regard to relevant developments and problems in trade and economic relations between the United States and Colombia. It will provide assistance in developing positions and make recommendations on strategies and tactics. Powell Goldstein will consult and assist in any negotiations in the political and economic field, as requested.

Representational Activity

As appropriate, and after consultation with PROEXPORT, the Ministry, the Embassy and the Colombian Government Trade Bureau in Washington, Powell Goldstein will make representations on behalf of Colombia to the U.S. Congress, particularly to the relevant committees, to the Administration, USTR, State, Commerce, Treasury and Agriculture departments, and to the National Economic Council and the National Security Council (or successor agencies), among other US government agencies. Frequent contact with these entities will be maintained in order to keep fully informed of developments in Colombian-U.S. economic relations, and representations will be made, as appropriate. Powell Goldstein will assist in drafting diplomatic representations, speeches, press releases and other documents related to trade and investment at the request of the above mentioned Colombian authorities.

U.S. Private Sector

Powell Goldstein will work with the private sector in the United States, particularly exporters to Colombia and investors in Colombia, and U.S. importers and retailers, together with the leading business organizations in the United States, to engender support for Colombia's trade and economic goals. The activities with the U.S. private sector will include, but should not be limited to, providing assistance in the

f

02/07/2002 13:19 FAX 2022230526

COLOMBIAN TRADE BUREAU

004

preparation of missions of Colombian exporters to the U.S. and U.S. investors to Colombia.

Colombian Private Sector

At the direction of PROEXPORT, Powell Goldstein will maintain contact with the private sector in Colombia and assist in organizing meetings, seminars, presentations and other elements of interaction between the Colombian and the United States business sectors. Proper notification of such activities will be given to the Colombian Government Trade Bureau in Washington.

Liaison and Coordination

Powell Goldstein will maintain liaison and coordinate with all other instrumentalities working on Colombia's behalf including the Embassy and the Colombian Government Trade Bureau in Washington and other representatives of Colombian interests in Washington. All reports and any other written communication pursuant to this agreement will be copied to the Colombian Government Trade Bureau in Washington.

Powell Goldstein will meet periodically with the Ambassador of Colombia to the United States, the Director of the Colombian Government Trade Bureau, and with other advisors that the Government of Colombia may have to review the situation in the U.S., as well with the Minister of Foreign Trade whenever he/she may request, with regard to trade and economic affairs, to review activities under this agreement, to decide upon future activities, to receive instruction and to discuss other matters relevant to the performance of this agreement.

EXCEPTIONS FROM THE AGREEMENT

This agreement will not include legal services and representation in connection with particular trade actions, including Countervailing Duty, Antidumping, Section 301, Special 301, Section 201 and Section 337 proceedings, particular Customs cases, textile and apparel calls for consultations, cases before the courts, proceedings before the WTO, including TMB proceedings, or other similar matters. Nonetheless, Powell Goldstein will render general advice with regard to these matters and is prepared to enter into separate arrangements for representation.

Extensive economic, commercial and legal research will also be outside of this proposal and can be separately agreed to. Incidental economic or legal research necessary to the performance of this contract is included in the agreement.

PERSONNEL

While Powell Goldstein is free to select its personnel and decide which lawyers or individuals should render the services to PROEXPORT, it is understood that Michael P.

d

02/07/2002 13:20 FAX 2022230526

COLOMBIAN TRADE BUREAU

005

Daniels and Brenda A. Jacobs will lead Powell Goldstein's team and PROEXPORT will be entitled to request the change or replacement of any lawyer or individual who is rendering the services, whenever it deems convenient to ensure a better relationship between the parties, or an improved representation before the United States Government.

CONFIDENTIALITY

Powell Goldstein is required to preserve the confidences and secrets of the Colombian Government. This professional obligation and the legal privilege for attorney-client communications exist to encourage complete communication between Powell Goldstein and the representatives of the Government of Colombia.

TERM

The term of this agreement will be for the twelve-month period counted from January 1, 2002 through December 31, 2002, when it may be renewed or amended upon agreement of the parties.

FEES AND EXPENSES

Powell Goldstein will be compensated by \$240,000 for the term of the agreement, plus reimbursement of all reasonable out-of-pocket expenses, including but not limited to telephone, facsimile transmission, reproduction of documents, local transportation, transportation outside of Washington, D.C., including transportation outside of the United States (but only with the express authorization, in writing, of the Director of the Colombian Government Trade Bureau in Washington), incidental expenses of travel and all other out-of-pocket expenses expressly accepted by the Director of the Colombian Government Trade Bureau in Washington. PROEXPORT will be billed for actual out-of-pocket expenses at cost and will not be billed for overhead or similar non-direct expenses. All reasonable out-of-pocket expenses shall not exceed \$1,500 per month, unless authorized by the Director of the Colombian Trade Bureau in Washington, and shall be fully supported and explained in detail each month.

MONTHLY REPORTS

Powell, Goldstein will submit a monthly report of the activities performed for PROEXPORT under this agreement. The report will be addressed to the Director of the Colombian Government Trade Bureau in Washington, who will be responsible for sending it to PROEXPORT.

PAYMENT

The professional fee of \$240,000 shall be paid by PROEXPORT in twelve installments of \$20,000 each, commencing on January 30, 2002 and on the 15th of each subsequent month for twelve months, with the final payment on January 15, 2003.

9

02/07/2002 13:20 FAX 2022230526

COLOMBIAN TRADE BUREAU

006

Expenses will be billed monthly beginning on January 30, 2002, and thereafter monthly to PROEXPORT and shall be due within thirty days of the rendering of a bill.

TERMINATION

The parties to this agreement may terminate this agreement upon thirty (30) days notice in writing, including facsimile transmission. If terminated prior to the end of the term of the agreement, only those fees and expenses accrued up to the month of the termination will be paid.

GENERAL PROVISIONS

This agreement may not be assigned wholly or partly, nor may Powell Goldstein contract professional or foreign advisers to the firm without the prior written authorization or approval of the Director of the Colombian Government Trade in Washington. Excepted from this provision is the International Business and Economic Research Consultants (IBERC, a Division of FASTURN), which is hereby authorized to provide economic consulting services to Powell Goldstein under this agreement. All fees and expenses for IBERC under the agreement shall be billed through Powell Goldstein and are included within the fees and expenses set forth herein.

All previous contracts with PROEXPORT and/or the Government of Colombia have been fully completed, compensated and terminated.

IN WITNESS THEREOF, Powell Goldstein and PROEXPORT have affixed their signatures hereto. This Agreement is executed in three copies in the English language, each copy being identical.

POWELL, GOLDSTEIN, FRAZER & MURPHY LLP

By: Brenda A. Jacobs 3/1/02
Brenda A. Jacobs Date
By: Michael P. Daniels 3/1/02
Michael P. Daniels Date

PROEXPORT

By: Angela Maria Orozco _____
Angela Maria Orozco Date
President

ANNEX I TO AGREEMENT

COVERAGE

FTAA
ATPA
GSP
FAST TRACK
PREPARATION FOR COLOMBIA/US TIC
BILATERAL INVESTMENT TREATY
ADVICE TO COLOMBIA ON ANDEAN COMMUNITY/ US TIC
APPAREL
TEXTILES
FLOWERS
SUGAR
AGRICULTURE NEGOTIATIONS AND ISSUES
SANITARY AND PHYTOSANITARY ISSUES
U.S. IMPLEMENTATION OF WTO MATTERS
U.S. PREPARATION FOR WTO MINISTERIAL MEETINGS
WTO NEW ROUND
ELECTRONIC TRADE
IPR
INVESTMENT TREATY OR OTHER TRADE RELATED TREATIES
CUSTOMS DEVELOPMENTS
NAFTA DEVELOPMENTS
CHILD LABOR AND LABOR STANDARDS
DUMPING AND COUNTEREVAILING DUTY LEGISLATION AND REGULATION
UNILATERAL TRADE SANCTIONS
CERTIFICATION PROCESS
PRESIDENTIAL AND CONGRESSIONAL ELECTIONS
PRESIDENTIAL TRANSITION
TUNA
SHRIMP CERTIFICATION PROCESS
SHIPPER'S EXPORT DECLARATION REVIEW PROCESS
CERTAIN TOBACCO LITIGATION
AGRICULTURE POLICY
ENVIRONMENT
BIOTECHNOLOGY
FOOD SAFETY ISSUES
FOOD AID
INTERNATIONAL STANDARDS
TRADE BARRIERS POLICY
BANANA ISSUES
MISCELLANEOUS TRADE LEGISLATION

